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Collective Bargaining Agreements

3-3-1941

Economy Grocery Stores Corporation and Amalgamated Meat Cutters and Butcher Workmen of North America, Local 343, AFL (1941)

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Economy Grocery Stores Corporation and Amalgamated Meat Cutters and Butcher Workmen of North America, Local 343, AFL (1941)

Location

Medfield, MA

Effective Date

3-3-1941

Expiration Date

3-3-1943

Number of Workers

300

Employer

Economy Grocery Stores Corporation

Union

Amalgamated Meat Cutters and Butcher Workmen of North America

Union Local

343

NAICS

44

Sector

Private

Item ID

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Keywords

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Comments

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March 1941
Covering only
Meat Depts
Local 343 of
Framingham, Mass.
Amalgamated Meat
cutters & Butcher
workmen of North
America

AGREEMENT

This agreement, entered into as of this third day of March, 1941, between the ECONOMY GROCERY STORES CORPORATION, with its principal place of business located in Boston, Massachusetts, as party of the first part, hereinafter called the "Employer", and the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, affiliated with the American Federation of Labor, and its authorized Locals in New England, including the under-signed Locals, as party of the second part, hereinafter called the "Union", for and in behalf of all its employees, except merchandisers and supervisory employees, employed in the meat, fish, and poultry departments in all of the Employer's stores, or any future stores the Employer may operate.

ARTICLE I RECOGNITION

The Employer recognizes the Union as the sole bargaining agent for all its employees covered by this agreement.

ARTICLE II MEMBERSHIP IN UNION

The Employer agrees that, with reference to such of its employees as are covered by this agreement, it will retain in its employ only members in good standing of the Union or those eligible, who actually become members in good standing of the Union, within thirty (30) days of the date of the adoption of this agreement or the date of such employment, the Union agreeing that it will not unreasonably deny applications for admission to the Union. The Union agrees to notify the Employer in writing, by registered United States mail, of the name of any employee who is not a member in good standing of the Union. New employees may be secured from any source the Employer desires.

ARTICLE III
JURISDICTION

The Union agrees that all questions of jurisdiction shall be determined by and between the Union and other unions with whom the Employer may have contracts, and there shall be no strike, stoppage or cessation of work as a result of any jurisdictional question.

ARTICLE IV
VISITING STORES

The Union agrees that Union duties and activities will not be carried on during hours of store employment. This shall not prevent Union officials entering the stores during business hours at reasonable times to observe the performance of this agreement.

ARTICLE V
LEAVE OF ABSENCE FOR UNION DUTIES

Any member of the Union being elected to a permanent office in the Union or as a delegate to any Union activity necessitating temporary leave of absence shall be granted such leave of absence and shall at the end of the term in the first instance, or at the end of his mission in the second instance, be restored to his former position or to a position of similar type at the then prevailing wage rate.

ARTICLE VI
DRAFTED EMPLOYEES

Any regular full-time employee, who has been a regular employee of the company during the past year or longer, who is drafted for military service, or who volunteers to serve for the one-year or more of training as provided in the Selective Service Training Act of 1940 and the National Guard Training Act of 1940, in any branch of the land or naval forces of the United States, shall, upon completion of such military service and if he has received an honorable discharge, be reinstated to his former position or one of similar type at the then prevailing rate of wage, providing that he makes an application for reinstatement within forty (40) days after his discharge and that he is both physically and mentally fit.

ARTICLE VII
REGISTERS

In those stores in which each employee handling cash has his own cash drawer, no employee shall be held responsible for shortages in his cash drawer unless he has been given the privilege of counting his cash and has been given his register readings after the cash has been counted. Only one employee shall be empowered to ring up on the cash register drawer for which he is responsible.

ARTICLE VIII
PRIVILEGES

Employees' privileges heretofore existing shall continue under this agreement. The Union agrees that there shall be no abuse of such privileges.

ARTICLE IX
NO INDIVIDUAL AGREEMENTS

The Employer agrees that it will not enter into any individual agreement with any employee covered by this agreement which is contrary to the terms of this agreement, and will cancel all such agreements now in existence. It is understood and agreed by both parties that there shall be no subterfuge to defeat the purposes of this agreement.

ARTICLE X
NO REDUCTION IN WAGES

There shall be no reduction in wages as a result of the adoption of this agreement.

ARTICLE XI
HOLIDAYS

The following full holidays shall be observed by the Employer in Massachusetts: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In those communities in which the principal competitor of the Employer observes April 19th, October 12th and November 11th as full holidays when they fall on days other than Saturday, the Employer will, in such communities, observe such days as full holidays.

ARTICLE XII
HOURS

The work week shall consist of fifty-two (52) hours per week for all full time employees covered by this agreement, except managers, who shall work store hours. Working hours shall be consecutive in any day in which an employee is employed, with one full hour for lunch between 11 A.M. and 2 P.M. and not more than one full hour for supper. No member of the Union called for part time work shall receive less than four (4) hours pay per day. In weeks in which a holiday referred to in the preceding Article occurs, the work week for such full time employees shall consist of forty-eight (48) hours in all of the Employer's stores, except in the following instances: in those communities in which the Union has a contract with the principal competitor of the Employer (which contract provides that the work week shall consist of forty-four (44) hours when the full holiday falls on a Saturday or Monday), when New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day fall on either a Saturday or a Monday and when April 19th, October 12th or November 11th fall on a Monday, the work week in such communities and during such weeks shall be forty-four (44) hours. All hours worked in excess of the above shall be paid at the rate of time and one half the employees' regular hourly rate.

ARTICLE XIII
WAGES

Effective the week beginning March 3, 1941, an increase of one (1) dollar per week will be granted to all regular full time ~~employees~~^{out} employees covered by this agreement receiving a weekly wage of less than thirty-five (35) dollars per week, who have not otherwise received an increase in wages as a result of the establishment of the following minimum wages, which are hereby established:

Break down meat cutters, in the communities in which the Employer's principal competitor conducts business	\$35.00 per week
Meat Cutters	28.00 per week
Full time meat salesmen	21.00 per week
Part time meat salesmen	.41 per hour
Student apprentices, inexperienced, during first six months of membership in Union	.35 per hour

and shall at no time exceed in number fifteen (15) to every one hundred (100) of the Employer's stores.

ARTICLE XIV
LAUNDRY

Coats, aprons and towels shall be furnished and laundered by the Employer at no cost to the employees, the Union agreeing that the employees shall use said linen with reasonable care and only for the purposes for which furnished.

ARTICLE XV
VACATIONS

All regular full time employees, other than managers, who have been on the payroll of the Employer continuously for one year or more, prior to May 1st in the current year, shall receive a vacation of one (1) week with pay each year, the vacation period to be designated by the Employer and to be between May 1st and October 1st. Managers who have been on the payroll of the Employer continuously for one (1) year or more, prior to May 1st in the current year, shall receive vacations as follows:

Managers of stores which are closed one (1) afternoon a week throughout the year shall receive a vacation of one (1) week with pay.

Managers of stores that are closed one (1) afternoon a week during part of the year only shall receive a vacation of one (1) week and four (4) days with pay, or one (1) week's vacation and in addition four (4) days' pay at the rate of six (6) dollars per day.

Managers of stores that are not closed any afternoons during the year shall receive a vacation of one (1) week and nine (9) days with pay, or one (1) week's vacation and in addition nine (9) days' pay at the rate of six (6) dollars per day.

ARTICLE XVI
MANAGEMENT

The management of the Employer's business and the direction of the working forces shall vest solely in the Employer.

ARTICLE XVII
NO STRIKES, LOCKOUTS, ETC.

It is mutually agreed by the parties hereto that throughout the life of this agreement there shall be no strikes, lockouts, picketing, boycotts or stoppage of work.

ARTICLE XVIII
GRIEVANCES AND ARBITRATION

In the event that a grievance shall arise and in the event that the Union and the Employer are unable to arrive at a satisfactory settlement of the grievance within three (3) days after first discussion between the Employer and the representative of the Union, then the grievance shall be referred to the State Board of Conciliation and Arbitration, whose decision shall be final and binding on both parties. In the event of any grievance over a discharge, the Union shall notify the Employer of such grievance within one (1) week of the

discharge or its right to arbitration shall be forfeited.

ARTICLE XIX
DURATION

This agreement shall take effect as of March 3, 1941 and remain in full force and effect for a period of two (2) years from March 3, 1941 and thereafter from year to year unless terminated or amended as of any March 3rd. by written notice by the Union to the Employer or by the Employer to the Union of intent to terminate or amend, such notice to be given not less than thirty (30) days prior to such March 3rd. During such thirty (30) day period, there shall be no cessation of work.

Upon request in writing by either the Employer or the Union on or before the 30th day of January, 1942 of its desire to negotiate a change or revision of the wages, ^{and hours} as herein contained, then the other party to the agreement agrees forthwith to negotiate for such a revision, and in the event that the parties do not reach a mutual agreement, then the matter shall be referred to the State Board of Conciliation and Arbitration, or any successor board, whose decision shall be final.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals by their duly authorized officers and representatives this *Third* day of March, 1941.

ECONOMY GROCERY STORES CORPORATION

By _____
Treasurer

AMALGAMATED MEAT CUTTERS AND BUTCHER
WORKMEN OF NORTH AMERICA, INTERNATIONAL

By _____
International Organizer

AMALGAMATED MEAT CUTTERS AND BUTCHER
WORKMEN OF NORTH AMERICA, LOCAL No. 75 ✓

By _____

AMALGAMATED MEAT CUTTERS AND BUTCHER
WORKMEN OF NORTH AMERICA, LOCAL No. 294 ✓

By _____

AMALGAMATED MEAT CUTTERS AND BUTCHER
WORKMEN OF NORTH AMERICA, LOCAL No. 33 ✓

By _____ *Springfield Mass.*
AMALGAMATED MEAT CUTTERS AND BUTCHER
WORKMEN OF NORTH AMERICA, LOCAL No. 71 ✓

By _____ *Worcester Mass.*
AMALGAMATED MEAT CUTTERS AND BUTCHER
WORKMEN OF NORTH AMERICA, LOCAL No. 219 ✓

By _____

AMALGAMATED MEAT CUTTERS AND BUTCHER
WORKMEN OF NORTH AMERICA, LOCAL No. 343 ✓

By _____ *Framingham Mass.*

AMALGAMATED MEAT CUTTERS AND BUTCHER
WORKMEN OF NORTH AMERICA, LOCAL No. 609

By _____ *New Bedford, Mass.*

With reference to the agreement between ECONOMY GROCERY STORES CORPORATION as Employer and AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA and Locals, dated as of March 3rd, 1941, the following is the parties' interpretation of certain provisions:

1. It is the understanding and agreement of the parties that employees may be asked to wait on trade from counter to counter as the reasonable necessity for the same may from time to time arise.
2. The Union agrees that dues and admission fees will not be unreasonably increased during the life of said agreement.
3. No provision has been made in the within agreement for female employees. It is understood, however, that in the event that the Employer finds that it is necessary to employ female employees, the Union agrees that they will be admitted to membership, provided that female employees are not engaged to displace male employees. Except for delicatessen counters and special demonstration work, the Employer will give preference to male help. The work week for such female employees shall be 48 hours and the wage scale shall be as follows:

Experienced full time female employees, 48 hours per week *during first year* \$17.00 per week
 Part time female employees *at end of first year* 18.32 per hour
 Temporary full time female employees, 48 hours per week 15.00 per week
 at end of six months 15.75 per week
 at end of one year 16.50 per week

4. The work week at the Employer's two stores known as the Foodmart in Cambridge, Massachusetts and the present Quincy Stop and Shop in Quincy, Massachusetts shall remain as at present, and the work week in said stores during holiday weeks shall be as provided in Article XII of the agreement, it being further understood that the work week for employees transferred from said two stores to other stores of the Employer shall be as provided in Article XII of the agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals by their duly authorized officers and representatives this day of March, 1941.

AMALGAMATED MEAT CUTTERS AND BUTCHER
WORKMEN OF NORTH AMERICA, LOCAL No. 33

By _____

AMALGAMATED MEAT CUTTERS AND BUTCHER
WORKMEN OF NORTH AMERICA, LOCAL No. 71

By _____

AMALGAMATED MEAT CUTTERS AND BUTCHER
WORKMEN OF NORTH AMERICA, LOCAL No. 75

By _____

AMALGAMATED MEAT CUTTERS AND BUTCHER
WORKMEN OF NORTH AMERICA, LOCAL No. 294

By _____

ECONOMY GROCERY STORES CORPORATION

By _____
Treasurer

AMALGAMATED MEAT CUTTERS AND BUTCHER
WORKMEN OF NORTH AMERICA, INTERNATIONAL

By _____
International Organizer

AMALGAMATED MEAT CUTTERS AND BUTCHER
WORKMEN OF NORTH AMERICA, LOCAL No. 219

By _____

AMALGAMATED MEAT CUTTERS AND BUTCHER
WORKMEN OF NORTH AMERICA, LOCAL No. 343

By _____

AMALGAMATED MEAT CUTTERS AND BUTCHER
WORKMEN OF NORTH AMERICA, LOCAL No. 609

By _____

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Un. Exp. 12-27-43
CONFIDENTIAL

U.S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON

Meat Cutters 343.
Framingham, Mass.
3-3-43

May 15, 1941

Mr. C. M. Plimpton, Sec'y
(Retail Clerks Int'l Protective Ass'n, #1458) *see over*
25 Spring St.
Medfield, Massachusetts

Quos

Dear Sir:

For a number of years the Bureau of Labor Statistics has attempted to maintain a file of all union agreements in force throughout the United States. On checking through our files we find we do not have copies of any agreements entered into by your union. We are exceedingly anxious to have your agreements among our records, as well as any supplemental wage rates that have been negotiated. Your cooperation in sending us copies of them, together with the information requested below will be greatly appreciated.

If you have only one copy available and so designate, we shall be glad to make a duplicate and promptly return the original. If you so indicate, we will keep the identity of the agreement confidential, using the material only for general analysis which will not reveal the name of your union.

The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let me know.

Very truly yours,

A. F. Hinrichs

A. F. Hinrichs

Enc.

Acting Commissioner of Labor Statistics

Name of company or employers' association signing the agreement

ECONOMY GROCERY COMPANY

(If more than one employer, please list on reverse side)

Number of companies covered by agreement 1 - ONE

Number of union members working under terms of agreement ABOUT 300

Number of nonmembers working under terms of agreement NONE

Branch of trade covered RETAIL FOOD - (MEAT)

Date signed MARCH 3, 1941 Date of Expiration MARCH 3, 1943

Do you wish the agreement returned? Yes X No Kept confidential? Yes X No X

Clarence M. Plimpton
(Name of person furnishing information)

25 Spring Street Medfield
(Address) Massachusetts

(OVER)

#10417

Dear Sir:

Sorry I could not reply sooner, but was on vacation at time of arrival. If I can be of further assistance please do not hesitate.

Sincerely,
Clarence M. Plimpton

P.S. You will find two sets of contracts - one of December 1938 when the entire Retail Division of the Economy Grocery Co., was in and under contract with the Retail Clerks' International protective asso., and the more recent, when the Retail Division was divided respectively - the meat clerks, cutters and managers joining the Amalgamated Meat Cutters and Butcher Workmen of North America.

Walter Xearman - Main Street - Milford, Mass., may be able to supply you with the present contract of local 1458 of Framingham of the Retail Clerks' Union; he being their present president.

